

**SANTA FE COUNTY  
AMENDMENT NO. 3  
TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH EYF, INC.,  
TO PROVIDE SERVICES TO PREVENT OR REDUCE THE INCIDENCE OF ALCOHOL ABUSE**

**THIS AMENDMENT** is made and entered into as of this 12<sup>th</sup> day of July, 2010, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter referred to as "the County") and **EYF, Inc.**, (hereinafter referred to as "the Contractor").

**WHEREAS**, the County and the Contractor entered into a Professional Services Agreement dated December 7, 2009;

**WHEREAS**, Article 17, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

**WHEREAS**, Amendment No. 1, dated February 5, 2010, changed the service school from Pinon Elementary to Pojoaque Elementary School;

**WHEREAS**, Amendment No. 2 dated July 1, 2010 extended the term of the Agreement through June 30, 2011, modified Article 1, "SCOPE OF WORK," and increased compensation in the amount of \$11,500.00 for FY 2011, for a total contract amount of \$25,950.00;

**WHEREAS**, the parties desire to enter into this Amendment No. 3 to amend Article 2, "COMPENSATION AND INVOICING," of the Agreement.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 2, "COMPENSATION AND INVOICING," of the Agreement shall be amended as follows:
  - A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed \$25,950.00 (FY 2010 \$14,450.00 and FY 2011 \$11,500.00) inclusive of gross receipts tax.

The County shall pay Contractor at the following cost schedule for services performed for fiscal year 2011:

Part 1: \$1,250.00 total paid upon completion of the entire Part 1;

Part 2: \$1,200 for completion of each of 6 lessons in 6 sixth grade classes for a total of \$7,200;

Part 3: \$2,000 for one parent student workshop to be paid upon completion of the entire Part 3;

Deliverables: total cost of materials \$1,050.

All other provisions of Article 2, "COMPENSATION AND INVOICING," not amended, replaced or superseded by this Amendment No. 3 shall remain in full force and effect.

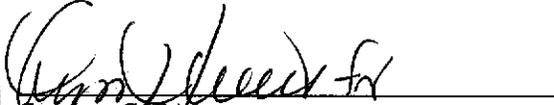
2. All other provisions of the Agreement not amended, replaced, or superseded by Amendment Nos. 1, 2 or by this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY:

  
County Manager

APPROVED AS TO FORM:

  
Stephen C. Ross  
Santa Fe County Attorney

7 July 2010  
Date

FINANCE DEPARTMENT APPROVAL:

  
Teresa Martinez  
Santa Fe County Finance Director

7/9/2010  
Date

EYF, INC.:

  
Sam Sanders, Executive Director

7-12-2010  
Date